

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION CIRCUIT/SUPERIOR COURT
CAUSE NO. 49B0203 06PL 001043

STATE OF INDIANA,
)
)
) Plaintiff,
)
)
) v.
)
) LATANYA M. MILES,
)
)
) Defendant.
)

FILED
79 JUN 17 2003
Clerk of the
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.

PARTIES

1. The Plaintiff, State of Indiana is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. The Defendant, LaTanya Miles, ("Miles"), is an individual engaged in the sale of items via the Internet, with a principle place of business located at 9808 Fulbrook Drive, Indianapolis, Indiana.

FACTS

3. At least since January 21, 2003, the Defendant has repeatedly offered items for sale via the Internet to consumers.

A. Allegations regarding Joan Bonney.

4. On or about January 21, 2003, the Defendant entered into a contract with Joan Bonney ("Bonney") of Fenton, Missouri, wherein the Defendant represented that she would sell two (2) one-carat diamond rings to Bonney for One Hundred Seventy-Seven Dollars and Fifty Cents (\$177.50), which Bonney paid.

5. The Defendant represented that she would ship the rings to Bonney within a reasonable period of time.

6. The Defendant shipped one (1) ring, but failed to ship the second ring to Bonney.

7. Bonney submitted a claim to eBay, an Internet auction site, and received a partial refund of One Hundred Fifty-Two Dollars and Fifty Cents (\$152.50) from eBay.

8. The Defendant has yet to either fully reimburse Bonney, or ship the remaining ring to Bonney.

B. Allegations regarding Jeannie Smith.

9. On or about January 23, 2003, the Defendant entered into a contract with Jeannie Smith ("Smith") of West Sacramento, California, wherein the Defendant represented that she would sell a one-half carat diamond solitaire ring to Smith for Eighty-Four Dollars and Ninety-Eight Cents (\$84.98), which Smith paid.

10. The Defendant represented that she would deliver the ring to Smith within a reasonable period of time.

11. The Defendant has yet to either issue a refund, or ship the ring to Smith.

C. Allegations regarding Derek Clark.

12. On or about January 27, 2003, the Defendant entered into a contract with Derek Clark ("Clark") of Chesapeake, Virginia, wherein the Defendant represented that she would sell a one-half carat diamond solitaire ring to Clark for Eighty-Five Dollars and Ninety-Nine Cents (\$85.99), which Clark paid.

13. The Defendant represented that she would deliver the ring to Clark within a reasonable period of time.

14. The Defendant has yet to either issue a refund, or ship the ring to Clark.

D. Allegations regarding Denise Gensel.

15. On or about January 29, 2003, the Defendant entered into a contract with Denise Gensel ("Gensel") of Plymouth, Pennsylvania, wherein the Defendant represented that she would sell a one-carat diamond ring to Gensel for One Hundred Twenty-Two Dollars and Fifty Cents (\$122.50), which Gensel paid.

16. The Defendant represented that she would deliver the ring to Gensel within a reasonable period of time.

17. The Defendant has yet to either issue a refund, or ship the ring to Gensel.

E. Allegations regarding Jenny Claxton.

18. On or about January 30, 2003, the Defendant entered into a contract with Jenny Claxton ("Claxton") of Kansas City, Missouri, wherein the Defendant represented that she would sell a one-carat diamond ring to Claxton for One Hundred Seventy-Four Dollars and Seventy-Two Cents (\$174.72), which Claxton paid.

19. The Defendant represented that she would deliver the ring to Claxton within a reasonable period of time.

20. The Defendant has yet to either issue a refund, or ship the ring to Claxton.

F. Allegations regarding Delia DeSilva.

21. On or about January 30, 2003, the Defendant entered into a contract with Delia DeSilva ("DeSilva") of Mountain View, California, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to DeSilva for One Hundred Eighty-Seven Dollars and Forty-Nine Cents (\$187.49), which DeSilva paid.

22. The Defendant represented that she would deliver the earrings to DeSilva within a reasonable period of time.

23. The Defendant has yet to either issue a refund, or ship the earrings to DeSilva.

G. Allegations regarding Karen Tuel.

24. On or about January 30, 2003, the Defendant entered into a contract with Karen Tuel ("Tuel") of Mount Pleasant, Iowa, wherein the Defendant represented that she would sell Tuel a pair of one-carat diamond earrings to Tuel for One Hundred Sixty-Two Dollars and Forty-Nine Cents (\$162.49), which Tuel paid.

25. The Defendant represented that she would deliver the earrings to Tuel within a reasonable period of time.

26. The Defendant has yet to either issue a refund, or ship the earrings to Tuel.

H. Allegations regarding Sally Price.

27. On or about January 31, 2003, the Defendant entered into a contract with Sally Price of Springfield, Virginia, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Price for One Hundred Twenty-Nine Dollars and Ninety-Nine Cents (\$129.99), which Price paid.

28. The Defendant represented that she would deliver the earrings to Price within a reasonable period of time.

29. The Defendant has yet to either issue a refund, or ship the earrings to Price.

I. Allegations regarding Tina Waggoner.

30. On or about January 31, 2003, the Defendant entered into a contract with Tina Waggoner of Houston, Texas, wherein the Defendant represented that she would sell a pair of diamond earrings to Waggoner for Two Hundred Twenty-Seven Dollars (\$227.00), which Waggoner paid.

31. The Defendant represented that she would deliver the earrings to Waggoner within a reasonable period of time.

32. The Defendant has yet to either issue a refund, or ship the earrings to Waggoner.

J. Allegations regarding Roseanne Decoste.

33. On or about February 1, 2003, the Defendant entered into a contract with Roseanne Decoste of North Bay, Ontario, wherein the Defendant represented that she would sell a one-carat diamond ring to Decoste for One Hundred Thirty-Three Dollars and Ninety-Nine Cents (\$133.99), which Decoste paid.

34. The Defendant represented that she would deliver the ring to Decoste within a reasonable period of time.

35. The Defendant has yet to either issue a refund, or ship the ring to Decoste.

K. Allegations regarding Janet Sloan.

36. On or about February 1, 2003, the Defendant entered into a contract with Janet Sloan of Kansas City, Missouri, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Sloan for One Hundred Seventy-Nine Dollars and Ninety-Eight Cents (\$179.98), which Sloan paid.

37. The Defendant represented that she would deliver the earrings to Sloan within a reasonable period of time.

38. The Defendant has yet to either issue a refund, or ship the earrings to Sloan.

L. Allegations regarding June Baker.

39. On or about February 2, 2003, the Defendant entered into a contract with June Baker ("Baker") of Ontario, Canada, wherein the Defendant represented that she would sell a one-half carat diamond ring to Baker for Ninety-One Dollars (\$91.00), which Baker paid.

40. The Defendant represented that she would deliver the ring to Baker within a reasonable period of time.

41. The Defendant has yet to either issue a refund, or ship the ring to Baker.

M. Allegations regarding Michelle Helm.

42. On or about February 2, 2003, the Defendant entered into a contract with Michelle Helm ("Helm") of Magnolia, Texas, wherein the Defendant represented that she would sell a one-half carat diamond to Helm for Seventy-Six Dollars (\$76.00), which Helm paid.

43. The Defendant represented that she would deliver the diamond to Helm within a reasonable period of time.

44. The Defendant has yet to either issue a refund, or ship the diamond to Helm.

N. Allegations regarding Diane Fuller.

45. On or about February 3, 2003, the Defendant entered into a contract with Diane Fuller ("Fuller") of Ellensburg, Washington, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Fuller for Four Hundred Twenty-Four Dollars and Ninety-Nine Cents (\$424.99), which Fuller paid.

46. The Defendant represented that she would deliver the earrings to Fuller within a reasonable period of time.

47. The Defendant has yet to either issue a refund, or ship the earrings to Fuller.

O. Allegations regarding Amy Holland.

48. On or about February 3, 2003, the Defendant entered into a contract with Amy Holland ("Holland") of Commerce Township, Michigan, wherein the Defendant represented that she would sell a one-half carat diamond ring to Holland for Ninety-Two Dollars and Ninety-Eight Cents (\$92.98), which Holland paid.

49. The Defendant represented that she would deliver the ring to Holland within a reasonable period of time.

50. The Defendant has yet to either issue a refund, or ship the ring to Holland.

P. Allegations regarding Teresa Northcutt.

51. On or about February 3, 2003, the Defendant entered into a contract with Teresa Northcutt ("Northcutt") of LaVerne, California, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Northcutt for One Hundred Forty-Six Dollars and Forty-Nine Cents (\$146.49), which Northcutt paid.

52. The Defendant represented that she would deliver the earrings to Northcutt within a reasonable period of time.

53. The Defendant has yet to either issue a refund, or ship the earrings to Northcutt.

Q. Allegations regarding Raymond Thibedeau.

54. On or about February 3, 2003, the Defendant entered into a contract with Raymond Thibedeau ("Thibedeau") of Cave Creek, Arizona, wherein the Defendant represented that she would sell a one-carat diamond ring to Thibedeau for One Hundred Seventy-Six Dollars and Twenty-Nine Cents (\$176.29), which Thibedeau paid.

55. The Defendant represented that she would deliver the ring to Thibedeau within a reasonable period of time.

56. The Defendant has yet to either issue a refund, or ship the ring to Thibedeau.

R. Allegations regarding Ralph Gerken.

57. On or about February 4, 2003, the Defendant entered into a contract with Ralph Gerken ("Gerken") of San Pablo, California, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Gerken for One Hundred Eighty-Two Dollars and Forty-Nine Cents (\$182.49), which Gerken paid.

58. The Defendant represented that she would deliver the earrings to Gerken within a reasonable period of time.

59. The Defendant has yet to either issue a refund, or ship the earrings to Gerken.

S. Allegations regarding James Daley.

60. On or about February 6, 2003, the Defendant entered into a contract with James Daley ("Daley") of Deltona, Florida, wherein the Defendant represented that she would sell a one-carat diamond ring to Daley for One Hundred Fifty-Four Dollars and Ninety-Nine Cents (\$154.99), which Daley paid.

61. The Defendant represented that she would deliver the ring to Daley within a reasonable period of time.

62. The Defendant has yet to either issue a refund, or ship the ring to Daley.

T. Allegations regarding Samar Langley.

63. On or about February 6, 2003, the Defendant entered into a contract with Samar Langley ("Langley") of Melbane, North Carolina, wherein the Defendant represented that she would sell two (2) pairs of one-carat diamond earrings to Langley for Three Hundred Sixty-Seven Dollars and Forty-Six Cents (\$367.46), which Langley paid.

64. The Defendant represented that she would deliver the earrings to Langley within a reasonable period of time.

65. The Defendant has yet to either issue a refund, or ship the earrings to Langley.

U. Allegations regarding Rebecca May.

66. On or about February 6, 2003, the Defendant entered into a contract with Rebecca May ("May") of Apex, North Carolina, wherein the Defendant represented that she would sell a one-half carat diamond to May for Fifty-One Dollars (\$51.00), which May paid.

67. The Defendant represented that she would deliver the diamond to May within a reasonable period of time.

68. The Defendant has yet to either issue a refund, or ship the diamond to May.

V. Allegations regarding Ian Riley.

69. On or about February 6, 2003, the Defendant entered into a contract with Ian Riley ("Riley") of Sewaren, New Jersey, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Riley for One Hundred Ninety-Eight Dollars and Sixty-Seven Cents (\$198.67), which Riley paid.

70. The Defendant represented that she would deliver the earrings to Riley within a reasonable period of time.

71. The Defendant has yet to either issue a refund, or ship the earrings to Riley.

W. Allegations regarding Kelly Dalton.

72. On or about February 7, 2003, the Defendant entered into a contract with Kelly Dalton ("Dalton") of Lewisburg, Tennessee, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Dalton for One Hundred Thirty-Seven Dollars and Forty-Nine Cents (\$137.49), which Dalton paid.

73. The Defendant represented that she would deliver the earrings to Dalton within a reasonable period of time.

74. The Defendant has yet to either issue a refund, or ship the earrings to Dalton.

X. Allegations regarding Terry Ehlers.

75. On or about February 7, 2003, the Defendant entered into a contract with Terry Ehlers ("Ehlers ") of West Valley City, Utah, wherein the Defendant represented that she would sell a one-half carat diamond to Ehlers for Eighty-Five Dollars and Ninety-Nine Cents (\$85.99), which Ehlers paid.

76. The Defendant represented that she would deliver the diamond to Ehlers within a reasonable period of time.

77. The Defendant has yet to either issue a refund, or ship the diamond to Ehlers.

Y. Allegations regarding Molly Hall.

78. On or about February 7, 2003, the Defendant entered into a contract with Molly Hall ("Hall") of Hurricane, West Virginia, wherein the Defendant represented that she would sell a one-carat diamond ring to Hall for One Hundred Dollars and Ninety-Nine Cents (\$100.99), which Hall paid.

79. The Defendant represented that she would deliver the ring to Hall within a reasonable period of time.

80. The Defendant has yet to either issue a refund, or ship the ring to Hall.

Z. Allegations regarding Bev Hampton.

81. On or about February 7 and 13, 2003, the Defendant entered into contracts with Bev Hampton ("Hampton") of Surrey, Canada, wherein the Defendant represented that she would sell three (3) pieces of diamond jewelry to Hampton for Four Hundred Twenty-Two Dollars and Forty-Four Cents (\$422.44), which Hampton paid.

82. The Defendant represented that she would deliver the jewelry to Hampton within a reasonable period of time.

83. The Defendant has yet to either issue a refund, or ship the jewelry to Hampton.

AA. Allegations regarding Lisa Kovick.

84. On or about February 7, 2003, the Defendant entered into a contract with Lisa Kovick ("Kovick") of Saline, Michigan, wherein the Defendant represented that she would sell a one-half carat diamond to Kovick for Sixty-Eight Dollars and Four Cents (\$68.04), which Kovick paid.

85. The Defendant represented that she would deliver the diamond to Kovick within a reasonable period of time.

86. The Defendant has yet to either issue a refund, or ship the diamond to Kovick.

BB. Allegations regarding Liyun Nia.

87. On or about February 7, 2003, the Defendant entered into a contract with Liyun Nia ("Nia") of New York, New York, wherein the Defendant represented that she would sell a one-half carat diamond to Nia for Seventy-Five Dollars (\$75.00), which Nia paid.

88. The Defendant represented that she would deliver the diamond to Nia within a reasonable period of time.

89. The Defendant has yet to either issue a refund, or ship the diamond to Nia.

CC. Allegations regarding Cherlyn Caskey.

90. On or about February 9, 2003, the Defendant entered into a contract with Cherlyn Caskey ("Caskey") of Liburn, Georgia, wherein the Defendant represented that she would sell a one-half carat diamond to Caskey for Fifty-Eight Dollars and Four Cents (\$58.04), which Caskey paid.

91. The Defendant represented that she would deliver the diamond to Caskey within a reasonable period of time.

92. The Defendant has yet to either issue a refund, or ship the diamond to Caskey.

DD. Allegations regarding Kathy Malone.

93. On or about February 9, 2003, the Defendant entered into a contract with Kathy Malone ("Malone") of Tulia, Texas, wherein the Defendant represented that she would sell a one-carat diamond ring to Malone for One Hundred Sixty-Two Dollars and Forty-Nine Cents (\$162.49), which Malone paid.

94. The Defendant represented that she would deliver the ring to Malone within a reasonable period of time.

95. The Defendant has yet to either issue a refund, or ship the ring to Malone.

EE. Allegations regarding Melissa Monroe.

96. On or about February 9, 2003, the Defendant entered into a contract with Melissa Monroe ("Monroe") of Denham Springs, Louisiana, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Monroe for One Hundred Seventy-One Dollars and Eight Cents (\$171.08), which Monroe paid.

97. The Defendant represented that she would deliver the earrings to Monroe within a reasonable period of time.

98. The Defendant has yet to either issue a refund, or ship the earrings to Monroe.

FF. Allegations regarding William Bradford.

99. On or about February 10, 2003, the Defendant entered into a contract with William Bradford ("Bradford") of Brockton, Massachusetts, wherein the Defendant represented that she would sell a one-half carat diamond to Bradford for Sixty Dollars (\$60.00), which Bradford paid.

100. The Defendant represented that she would deliver the diamond to Bradford within a reasonable period of time.

101. The Defendant has yet to either issue a refund, or ship the diamond to Bradford.

GG. Allegations regarding Megan Bayer.

102. On or about February 14, 2003, the Defendant entered into a contract with Megan Bayer ("Bayer") of Seattle, Washington, wherein the Defendant represented that she would sell a one-carat diamond ring to Bayer for One Hundred Seventy-One Dollars and Sixteen Cents (\$171.16), which Bayer paid.

103. The Defendant represented that she would deliver the ring to Bayer within a reasonable period of time.

104. The Defendant has yet to either issue a refund, or ship the ring to Bayer.

HH. Allegations regarding Suzanne Harris.

105. On or about February 15, 2003, the Defendant entered into a contract with Suzanne Harris ("Harris") of Millbury, Ohio, wherein the Defendant agreed to sell Harris a one-half carat diamond for Sixty-Five Dollars and Eighty-Nine Cents (\$65.89), which Harris paid.

106. The Defendant represented that she would deliver the diamond to Harris within a reasonable period of time.

107. The Defendant has yet to either issue a refund, or ship the diamond to Harris.

II. Allegations regarding Virginie Howell.

108. On or about February 15, 2003, the Defendant entered into a contract with Virginie Howell ("Howell") of Lake Charles, Louisiana, wherein the Defendant represented that she would sell a one-carat diamond ring to Howell for One Hundred Sixty-Two Dollars and Forty-Nine Cents (\$162.49), which Howell paid.

109. The Defendant represented that she would deliver the ring to Howell within a reasonable period of time.

110. The Defendant has yet to either issue a refund, or ship the ring to Howell.

JJ. Allegations regarding Donna Carlsen.

111. On or about February 16, 2003, the Defendant entered into a contract with Donna Carlsen ("Carlsen") of Mountain Home, Arkansas, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Carlsen for One Hundred Sixty-Two Dollars and Forty-Nine Cents (\$162.49), which Carlsen paid.

112. The Defendant represented that she would deliver the earrings to Carlsen within a reasonable period of time.

113. The Defendant has yet to either issue a refund, or ship the earrings to Carlsen.

KK. Allegations regarding Janice Houseman.

114. On or about February 17, 2003, the Defendant entered into a contract with Janice Houseman ("Houseman") of Ligonier, Indiana, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Houseman for One Hundred Thirty-One Dollars and Forty-Nine Cents (\$131.49), which Houseman paid.

115. The Defendant represented that she would deliver the earrings to Houseman within a reasonable period of time.

116. The Defendant has yet to either issue a refund, or ship the earrings to Houseman.

LL. Allegations regarding Marion Bell.

117. On or about February 18, 2003, the Defendant entered into a contract with Marion Bell ("Bell") of Walnut, Mississippi wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Bell for One Hundred Eighty-Two Dollars and Forty-Nine Cents (\$182.49), which Bell paid.

118. The Defendant represented that she would deliver the earrings to Bell within a reasonable period of time.

119. The Defendant has yet to either issue a refund, or ship the earrings to Bell.

MM. Allegations regarding Carrie Doucette.

120. On or about February 19, 2003, the Defendant entered into a contract with Carrie Doucette ("Doucette") of Sebastopol, California, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Doucette for One Hundred Thirty-One Dollars and Ninety-Nine Cents (\$131.99), which Doucette paid.

121. The Defendant represented that she would deliver the earrings to Doucette within a reasonable period of time.

122. The Defendant has yet to either issue a refund, or ship the earrings to Doucette.

NN. Allegations regarding Wynona Nottingham.

123. On or about February 19, 2003, the Defendant entered into a contract with Wynona Nottingham ("Nottingham") of Lawton, Oklahoma, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Nottingham for Two Hundred and Nine Dollars and Ninety-Nine Cents (\$209.99), which Nottingham paid.

124. The Defendant represented that she would deliver the earrings to Nottingham within a reasonable period of time.

125. The Defendant has yet to either issue a refund, or ship the earrings to Nottingham.

OO. Allegations regarding Sean Pachow.

126. On or about February 20, 2003, the Defendant entered into a contract with Sean Pachow ("Pachow") of Solon, Iowa, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Pachow for One Hundred and Nine Dollars and Ninety-Nine Cents (\$109.99), which Pachow paid.

127. The Defendant represented that she would deliver the earrings to Pachow within a reasonable period of time.

128. The Defendant has yet to either issue a refund, or ship the earrings to Pachow.

PP. Allegations regarding Sherry Brown.

129. On or about February 22, 2003, the Defendant entered into a contract with Sherry Brown ("Brown") of Katy, Texas, wherein the Defendant represented that she would sell a pair of one-carat diamond earrings to Brown for One Hundred Ten Dollars and Ninety-Eight Cents (\$110.98), which Brown paid.

130. The Defendant represented that she would deliver the earrings to Brown within a reasonable period of time.

131. The Defendant has yet to either issue a refund, or ship the earrings to Brown.

COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

132. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 131 above.

133. The transactions referred to in paragraphs 4, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 102, 105, 108, 111, 114, 117, 120, 123, 126, and 129, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

134. The Defendant is a "supplier" as defined by Ind. Code §24-5-0.5-2(a)(3).

135. The Defendant's representations to consumers that she would sell consumers diamonds and/or diamond jewelry, when the Defendant knew or reasonably should have known that she would not sell the jewelry, as referenced in paragraphs 4, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 102, 105, 108, 111, 114, 117, 120, 123, 126, and 129 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

136. The Defendant's representations to consumers that the Defendant would deliver the diamonds and/or diamond jewelry, or otherwise complete the subject matter of the consumer transaction within a reasonable period of time, when the Defendant knew or reasonably should have known that she would not, as referenced in paragraphs 5, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 73, 76, 79, 82, 85, 88, 91, 94, 97, 100, 103, 106, 109, 112, 115, 118, 121, 124, 127, and 130 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT**

137. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-136 above.

138. The misrepresentations and deceptive acts set forth in paragraphs 4, 5, 9, 10, 12, 13, 15, 16, 18, 19, 21, 22, 24, 25, 27, 28, 30, 31, 33, 34, 36, 37, 39, 40, 42, 43, 45, 46, 48, 49, 51, 52, 54, 55, 57, 58, 60, 61, 63, 64, 66, 67, 69, 70, 72, 73, 75, 76, 78, 79, 81, 82, 84, 85, 87, 88, 90, 91, 93, 94, 96, 97, 99, 100, 102, 103, 105, 106, 108, 109, 111, 112, 114, 115, 117, 118, 120, 121, 123, 124, 126, 127, 129, and 130, were committed by the Defendant with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendant, LaTanya M. Miles, for a permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining the Defendant from the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that it can not;

c. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief:

a. cancellation of the Defendant's unlawful contracts with consumers, including but not limited to the persons identified in paragraphs 4, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 102, 105, 108, 111, 114, 117, 120, 123, 126, and 129, pursuant to Ind. Code §24-5-0.5-4(d);

b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of the Defendant's items via the Internet, including but not limited to, the persons identified in paragraphs 4, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 102, 105, 108, 111, 114, 117, 120, 123, 126, and 129, in an amount to be determined at trial;

c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

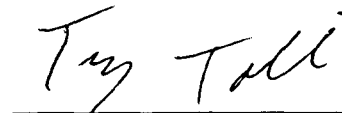
d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

- e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and
- f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:



Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49

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